

AGREEMENT

THIS AGREEMENT dated this 1 day of April, 2003, by and between LEON COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Banks & Morris, P.A., hereinafter referred to as the "Conflict Attorney".

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractors for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Conflict Attorney hereby agrees to provide the following services to the County:

Full professional legal services as set forth in the Request for Proposals for Legal Services for Public Defender Conflict Cases, Proposal Number: BC- 01-16-03-22, "Exhibit A", said Request being incorporated into this Agreement by reference as if fully set out herein, and the Conflict Attorneys' Response to the Request, "Exhibit B", said Response being incorporated into this Agreement by reference as if fully set out herein.

2. WORK

In performing any work, the Conflict Attorney shall provide competent representation to the Defendant. Competent representation requires the legal knowledge, skill, thoroughness and preparedness reasonably necessary for that representation. The Conflict Attorneys' business relationships outside of this contract shall not interfere with the performance of the services specified in ¶1, Services To Be Provided, above. The Conflict Attorney shall perform as lead counsel in providing the services under this Agreement. Associate counsel may participate but only where lead counsel is ill or has a genuine scheduling conflict, such as another case scheduled at the same time. Only associate counsel disclosed to and approved by the County may be utilized.

3. TERM

This contract shall be effective from April 1, 2003 until September 30, 2003, subject to one annual renewal, of one year in duration, at the sole option of the County.

4. CONTRACT SUM

The Conflict Attorney agrees that for the performance of the services as outlined above, the Conflict Attorney shall be paid by the County as follows:

The County shall pay the Conflict Attorney sums in accordance with the Conflict Attorney's Response to the Request for Proposal for Legal Services, attached hereto as "Exhibit B" and made a part hereof, except as reflected in this paragraph. For each traffic/misdemeanor case, the Conflict Attorney shall be compensated at two-hundred and seventy-five dollars (\$275) upon final disposition. Where a single Defendant is charged in more than one case, and the Conflict Attorney is appointed to the case(s) within thirty (30) days of the initial appointment

to that Defendant, the Conflict Attorney shall receive one hundred twenty-five dollars (\$125) for each additional case. No fee will be charged where a conflict arises which prevents representation of a particular Defendant.

In rare instances, compensation for traffic and misdemeanor cases, upon court order and upon consent of the County, shall be in accordance with the Makemson v. Martin County, 491 So.2d 1109 (Fla. 1986), cert. denied, 479 U.S. 1043, 107 S.Ct. 908, 93 L.Ed.2d 957 (1987), standard for "extraordinary and unusual" cases, pursuant to Administrative Order Number 2002-02.

Notwithstanding, the intention of the County to make the above-referenced payments, this Agreement shall be subject to annual appropriation by the Leon County Board of County Commissioners.

5. COSTS/EXPENSES

All costs, including but not limited to postage, copying costs and long distance telephone charges, are to be borne by the Conflict Attorney and are included in the contract sum. Appropriate witness fees and expenses shall be reimbursed by the County in accordance with and pursuant to Administrative Order 2002-02, within a reasonable time following the provision of an invoice to and approval by the County.

6. PAYMENTS

Upon final disposition of traffic and misdemeanor cases, the County shall make payments within thirty (30) days of submission and approval of invoices.

7. STATUS

The Conflict Attorney at all times relevant to this Agreement shall be an independent contractor and in no

event shall the Conflict Attorney nor any employees or sub-contractors under the Conflict Attorney be considered to be employees of Leon County.

8. INSURANCE

A. Throughout the term of this contract, the Conflict Attorney shall maintain professional liability insurance coverage not less than that reflected in the Response, Exhibit B.

B. The Conflict Attorney shall, when requested by the County, provide proof of all insurance coverages.

9. LICENSES/FLORIDA BAR MEMBERSHIP

The Conflict Attorney shall be responsible for obtaining and maintaining their city or county occupational licenses and any licenses or professional fees required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. The Conflict Attorney shall throughout the term of this Agreement be an attorney in good standing with the Florida Bar.

10. ASSIGNMENT

This Agreement shall not be assigned or sublet as a whole or in part without the prior written consent of the County nor shall the Conflict Attorney assign any monies due or to become due to the Conflict Attorney hereunder without the prior written consent of the County.

11. HOLD HARMLESS

The Conflict Attorney shall indemnify, defend, save and hold the County, its officials, officers, agents, and employees harmless from and against any and all claims, liability, losses, and/or causes or action which may arise from any willful misconduct, or negligent act or omission

of the Conflict Attorney, whether intentional or unintentional.

The County agrees to pay the Conflict Attorney the sum of ten dollars (\$10.00) and other good and valuable consideration as specified consideration for the above stated indemnification in accordance with the provisions of Section 768.28, Florida Statutes (2002). Furthermore, the Conflict Attorney acknowledges that the bid price includes said consideration for the indemnification provision.

12. CANCELLATION

This Agreement may be terminated by the County with or without cause by giving a minimum of thirty (30) days written notice of intent to terminate. This Agreement may be terminated by the Conflict Attorney with cause by giving a minimum of thirty (30) days written notice of intent to terminate to the County. The contract prices must be maintained until the end of the thirty (30) day period. The County may terminate this Agreement at any time where, in the sole opinion of the County, the Conflict Attorney fails to perform in accordance with the specifications of the Request for Proposal, Exhibit A, the Proposal, Exhibit B, or this Agreement. The County may retain/withhold payment for non-performance if deemed appropriate to do so by the County. Upon termination of this Agreement, the Second Judicial Circuit Conflict Committee shall determine, where necessary, the reassignment of cases subject to this Agreement.

13. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Conflict Attorney to deviate from the requirements of this Agreement, the Conflict Attorney shall obtain the prior written consent of the

County.

14. CONFLICT ATTORNEYS' RESPONSIBILITY

It shall be the sole responsibility of the Conflict Attorney to comply with all applicable Federal, State, County and City statutes, ordinances, rules and regulations in the performance of their obligations under this Agreement. The Conflict Attorney shall adhere to the Conflict Attorney policies established by the Second Judicial Circuit.

15. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Venue for all actions arising out of this Agreement or as a result thereof, shall lie in Leon County, Florida.

WHERETO, the parties have set their hands and seals effective the date last below written.

WITNESSES:

Attorney or Law Firm

BY: _____

Leon County, Florida

BY: _____

Tony Grippa, Chairman

ATTEST:

Bob Inzer, Clerk of Circuit Court

By: _____

Approved as to Form:

County Attorney
Herbert W. A. Thiele, Esq.